curity for its advances. *National Bank* v. *Merchants Bank*, 91 U. S. 92. This interest is terminated upon acceptance or payment of the draft by the buyer who thereupon acquires complete title to the goods. *Mirabita* v. *Bank, supra.* In the absence of express agreement between seller and buyer the bank may demand payment of the draft as a condition precedent to the surrender of the bill of lading. And unless payment is made its interest in the goods is not terminated. See *Dowes* v. *U. Bank*, 91 U. S. 516. When the bank sends the draft with the bill of lading attached to an agent for collection with instructions as to the time when the bill of lading is to be surrendered to the buyer, the agent must follow the instructions. And the agent has no power to make a delivery contrary to his instructions which will divest the interest of his principal. *Dowes* v. *Bank, supra.* But in the absence of instructions the time of the surrender depends on the nature of the draft. A sight draft signifies a cash sale and hence there must be no surrender of the bill of lading until payment. See *Bank* v. *Cummings*, 89 Tenn. 699, 24 Am. St. Rep. 621. But a time draft attached to a bill of lading imports a sale on credit and the bill of lading should be surrendered upon the acceptance of the draft. *National Bank* v. *Merchants Bank*, 91 U. S. 92; *Cummings* v. *Bank, supra.*

There is controversy as to the nature of the discounting bank's interest in the goods. It is not an absolute interest because it may be divested by tender of the price by the buyer. The bill of lading is held only as security for the draft drawn against the goods. *Mirabita* v. *Bank, supra.* Nor is the interest in the buyer an absolute one because legal title is vested in the bank, which puts the bank practically in the position of a mortgagee in possession. See *Seward* v. *Miller*, 106 Va. 309, 55 S. E. 618.

From a practical point of view it is really immaterial to decide what technical definition is applicable to the bank's interest in the goods. For, as in the instant case, the agent of the discounting bank had the right to surrender the bill of lading upon acceptance of the draft, such surrender operated to pass title to the buyer and divested the bank of all interest in the goods. Hence it was immaterial whether the interest of the bank was in the nature of a mortgage or pledge.

BROKERS—AUTHORITY IN WRITING—SUFFICIENCY OF DESCRIPTION OF REAL PROPERTY.—The plaintiff was employed by the defendant to sell certain land. A contract was made between the parties in which the land was described as "my stock ranch located in section 9, 17, and 21, township 3 south, range 13 east, Sweetgrass County, Montana." An action was brought to recover the commission agreed upon. The defense was that the contract was not binding because the property was not sufficiently described as required by the statute of frauds. *Held*, the plaintiff cannot recover. *Rogers* v. *Lippy* (Wash.), 169 Pac. 858.

The principle is well settled in the law of evidence that parol evidence is not admissible to vary the terms of a written contract. This general rule admits of many variations when we come to identify or apply the terms of the writing to the subject matter. In deeds, parol evidence is allowed to locate and identify property described in the in-

strument. *Guyer* v. *Warren,* 175 Ill. 328, 51 N. E. 580; *Sulphur Mines Co.* v. *Thompson,* 93 Va. 293. So also a description of property as "parts of lots 22 and 23, containing 172 acres, more or less," could be aided by parol to locate it more particularly. *Shore* v. *Miller,* 80 Ga. 93, 12 Am. St. Rep. 239. In the case above the evidence was allowed to explain the ambiguity apparent on the face of the deed. But parol evidence will not be allowed to add to a description insufficient on its face; that is, both to describe the land and apply the description. *Ferguson* v. *Blackwell,* 8 Okla. 489, 58 Pac. 647. Thus, the description "southeast of twenty-five, nine, Kingman, Kansas," could not be aided by extrinsic evidence because it failed to show the county or town, and also to show whether "twenty-five" referred to the lot number or to acres. *Hartshorn* v. *Smart,* 67 Kan. 543, 73 Pac. 73; *Thompson* v. *English,* 76 Wash. 23, 135 Pac. 664; *Allen v. Kitchen,* 16 Idaho 133, 18 Ann. Cas. 914.

Where the grantor owns but one piece of property to which the description can apply parol evidence is admissible to locate it. So "a house on Church Street," could be located specifically by parol. *Mead* v. *Parker,* 115 Mass. 413, 15 Am. Rep. 110. And when a general description is given, it is presumed that the owner had but one piece of property to which it could apply. *Colerick* v. *Hooper,* 3 Ind. 316, 56 Am. Dec. 505. But where he owns more than one, external evidence will not be permitted to show which one was meant. *Doherty* v. *Hill,* 144 Mass. 465. In cases such as the above, parol evidence does not contradict or vary the writing. It is merely incidental to the contract and is to be taken in conjunction with it as explaining the subject matter.

It is also settled that no more accurate description of property is required to uphold a contract to sell under the statute of frauds than is necessary to sustain a deed. *Guyer* v. *Warren, supra; Sulphur Mines Co.* v. *Thompson, supra.* Hence, where the contract to sell land does not describe the property sufficiently it is void. *Peart* v. *Brice,* 152 Pa. 277, 25 Atl. 537. But parol evidence to apply the written description to land is readily admissible. *Robinson* v. *Taylor,* 68 Wash. 351, 123 Pac. 444.

In applying the above principle to the instant case a doubt is raised as to its soundness. Here there was a reasonable description of the land. Hence, the admission of parol evidence would not have been to describe the land but it would simply have served to identify and locate the land as described. And this is freely allowed by the courts.

CARRIERS—CONTINUATION OF RELATION OF CARRIER AND PASSENGER—CHANGING CARS.—The plaintiff became a passenger on a suburban car operated by the defendant. On account of public improvements in the highway it was impassable for all manner of travel, so that it was necessary for the plaintiff to change cars. In accordance with the conductor's instructions the plaintiff followed him along a wooded path to a car ahead, and while doing so sustained a fall because of the unsuitable condition of the path for such a purpose. For the injury so received an action was brought. *Held,* the defendant is liable. *Pins* v. *Connecticut Co.* (Conn.), 102 Atl. 595.

The relation of carrier and passenger, once established, continues, unless broken by the voluntary act of carrier or passenger, until the